

PART 2

SPECIFICATIONS

SPECIAL PROVISIONS

WASHINGTON STATE FERRIES

M. V. ELWHA DRYDOCKING

CONTRACT NO. 00-6495

SPECIAL PROVISIONS

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WASHINGTON STATE FERRIES

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CONTRACT NO. 00-6495

SPECIAL PROVISIONS

The following Special Provisions are to be used in conjunction with Division 1 of the 2002 Standard Specifications for Road, Bridge, and Municipal Construction of the State of Washington - English (hereafter called "Standard Specifications"), as amended. The Standard Specifications and the following Special Provisions are hereby made a part of this Contract.

The following Special Provisions shall supersede any conflicting provisions of the Standard Specifications.

1. DESCRIPTION OF WORK

The Contract Work consists of the following repairs to the ferry M.V. Elwha: U.S. Coast Guard credit dry-docking; spot prep and paint Vessel's hull; installation of voyage data recorder; installation of automatic draft indication system; topside preparation and painting; installation of new hatches for the steering gear compartment; relocation of overboard discharges; preservation of interior hull; and other related work, as specified in the IFB Technical Specifications. The vessel is 382'2" x 73'2", and carries 2500 passengers. All of the work must be performed within Puget Sound, Washington during the period of March 3 - 21, 2003.

The M.V. Elwha is currently on the Anacortes/San Juan route. Interested parties are encouraged to inspect the Vessel. Arrangements for the inspection must be made through David Black, WSF Marine Operations Manager, at (206) 515-3454.

2. CONTRACT WORK SCHEDULE

The Vessel is an operating unit of Washington State Ferries (WSF), and this Contract is a link in the maintenance schedule chain. As such, Time is of the Essence, and the work shall be performed within the following schedule:

- **Delivery Date: March 3, 2003.**
- **Redelivery Date: March 21, 2003.**

1
2 WSF shall deliver and take redelivery of the Vessel at the Contractor's facility within
3 normal working hours. Should tug services be required to assist the Vessel through
4 navigation channels or into lifting facilities, they shall be provided at the Contractor's
5 expense.

6
7 At any time the Contractor anticipates difficulty in meeting the requirements
8 specified herein or anticipates difficulty in complying with the Contract work
9 schedule dates, the WSF Inspector shall be immediately verbally notified, followed
10 by a letter stating the pertinent details. Receipt of this notification shall not be
11 construed as waiver of the Contract or schedule requirements.
12

13 14 **3. CONFERENCES AND ADMINISTRATION**

15
16 The Contractor shall provide a conference room adequate in size to accommodate 5-7
17 WSF representatives and as many Contractor representatives as considered necessary
18 by the Contractor.
19

20 Upon award of the Contract and prior to the Vessel's arrival, a Pre-arrival Conference
21 shall be scheduled by the WSF Representative. The purpose of the Conference is to
22 discuss the specifications for the Contract, any unusual conditions, the Contractor's
23 plan for the work, the schedule of tests and inspections and any other pertinent items
24 that will result in a better understanding of the project.
25

26 Upon Vessel arrival at the Contractor's facility, WSF will conduct an Arrival
27 Conference aboard the Vessel. The Contractor's Ship Superintendent assigned to the
28 Vessel, WSF's Vessel Staff Chief Engineer and appropriate WSF personnel shall
29 attend the Conference. The purpose of the Conference is to discuss last minute
30 details and arrangements.
31

32 The Contractor shall provide office space and furniture for two (2) WSF Inspectors
33 adjacent to the Vessel. The office shall have phone service with three (3) direct
34 outside lines, including toll-free access to Seattle and vicinity. Phone lines shall not
35 be directed through a switchboard and shall have touch tone service, if available. One
36 line will be used for a computer modem and shall be suitable for high speed data
37 transfer.
38

39 Throughout the term of this Contract, the Contractor shall provide the WSF office
40 space with bottled water (5 gallon size), including water dispenser with hot and cold
41 water taps.
42

43 The Contractor shall provide four (4) reserved parking spaces adjacent to the WSF
44 Inspector's office or within reasonable distance. The parking spaces shall be marked
45 WSF/Project Staff.
46

1
2 **4. WORK PROGRESS SCHEDULE AND REPORTS**
3

4 The Contractor shall prepare a Work Progress Schedule as described below and
5 submit it to the WSF Inspector at the Pre-arrival conference.
6

7 A. For each work item, identify the start and completion dates of the major
8 events in each work item.
9

10 B. Show the relationship between work items and identify the critical path of the
11 project.
12

13 C. List and identify the scheduled date and time of each test and inspection
14 occurring for each work item, if required.

15 The Work Progress Schedule shall be updated and submitted to WSF on a weekly
16 basis.

17 The Contractor shall submit written reports to the WSF Inspector identifying labor or
18 material, in addition to that described by the specifications, that are necessary to
19 complete a work item.
20
21

22 **5. TESTS AND INSPECTIONS**

23 The Contractor shall arrange for the attendance of WSF and Coast Guard (USCG)
24 Inspectors to witness the tests and inspections as required.

25 The Contractor shall provide copies of the tests and inspections results to the WSF
26 Inspector upon completion of each test or inspection.
27
28

29 **6. CHANGE ORDERS**
30

31 No change in work under this Contract shall be made unless a Change Order is issued
32 before such change is made or additional work is performed.
33
34

35 **7. TIME AND MATERIAL WORK**
36

37 A report of time and material expended for work performed on a time and material
38 basis shall be submitted daily to, and approved by, the Engineer in charge of the
39 work. Time charges shall be Contractor's hourly billing rate and material charges at
40 invoiced cost plus mark-up as allowed in the current Standard Specifications and the
41 Bid Form.
42
43

1 **8. DISPOSITION OF REMOVED EQUIPMENT AND SCRAP**

2
3 Unless otherwise provided, any equipment removed from the Vessel shall be and
4 become the property of WSF and shall be disposed of in such manner as WSF may
5 direct. Such equipment shall be stored by the Contractor without charge to WSF.
6 Scrap and/or salvage to be removed from the Vessel during the period of work shall
7 be and become the property of the Contractor unless provided otherwise herein. The
8 value of such scrap shall be taken into consideration by the Contractor in making its
9 bid under this Contract.

10
11
12 **9. REMOVALS**

13
14 Should the Contractor require the removal of any parts of the Vessel, her fittings,
15 machinery or part thereof, such removal is to be accomplished by the Contractor. All
16 such removals shall be replaced by him to the satisfaction of WSF's representative.
17 Any damage resulting from such removal shall be rectified at the expense of the
18 Contractor.

19
20
21 **10. CLEAN UP**

22
23 The Contractor shall at all times keep the work site free of accumulation of waste
24 material or rubbish caused by its employees or by work, and at the completion of
25 work shall remove all rubbish from and about the site of work and shall leave the
26 work and its immediate vicinity, "broom clean" or equivalent unless otherwise more
27 exactly specified.

28
29
30 **11. ASBESTOS WARNING**

31
32 The Vessel may contain asbestos-containing material that might be disturbed during
33 repairs. If asbestos is found and was not included in WSF's scope of work, it is the
34 Contractor's responsibility to immediately notify WSF. All abatement and disposal of
35 asbestos not included in the original scope of work will be the subject of a negotiated
36 Change Order.

37
38
39 **12. LOCATION WHERE WORK IS TO BE PERFORMED**

40
41 It is the intent of this Contract that the work be done at the Contractor's plant. At its
42 sole expense, the Contractor shall furnish a drydock or dockside / mooring facility, as
43 appropriate to the Contract work, during performance of the Contract. In the event
44 the Contractor has more than one Vessel moored at its facility, each Vessel is to be
45 moored separately to the dock. Mooring of one Vessel attached outboard of the other
46 is not allowed.

1
2 In the event the Contractor intends to accomplish the work at a location other than at
3 the Contractor's plant, such location is to be specified on the Facilities Provider List
4 attached to the Bid Form. If WSF has not pre-approved such location, WSF reserves
5 the right to approve or reject such location during the bid review process.
6

7
8 **13. SECURITY**
9

10 The Contractor shall be responsible for the security of all WSF-owned property
11 (including, but not limited to the Vessel) and third-party owned property aboard the
12 Vessel, during the Contractor's possession of such property.
13

14
15 **14. WORKMANSHIP AND INSPECTION**
16

17 Unless otherwise specifically provided in the Plans or Specifications, all
18 workmanship, equipment, materials, articles and all operational practices of the
19 Contractor used in the performance of this Contract shall be in accordance with
20 United States Coast Guard rules and the best commercial marine practice and of a
21 suitable and corresponding grade in their respective kinds. Where equipment,
22 material or articles are referred to in the Specifications as "equal to" any particular
23 standard, the Project Engineer in charge of work shall decide the question of equality,
24 only after written application for substitution is made by Contractor.
25

26
27 **15. COOPERATION WITH OTHER CONTRACTORS AND / OR**
28 **EMPLOYEES**
29

30 WSF shall be permitted to: (1) employ any of its employees, officers, crew or direct
31 labor subContractors or other personnel in any work any time aboard the Vessel, or
32 (2) direct any of its concessionaires to accomplish certain concession-related work
33 aboard the Vessel; provided that the Contractor will have previously received
34 notification, and such work does not materially interfere with the performance of the
35 Contract Work by the Contractor. WSF shall not be required to pay to the Contractor
36 any penalty, premium or other sum for the exercise of this right.
37

38 If the Contractor enters into an independent agreement with a State concessionaire to
39 accomplish certain Other Work aboard the Vessel, within the term of this Contract,
40 the Contractor service and labor rates for such independent agreement shall not
41 exceed the corresponding rates under this Contract.
42

43 Other Work Contractors and/or employees, if any, aboard the Vessel will ensure that
44 their work activities do not interfere with the Contractor. The Contractor is advised
45 to familiarize himself with Sections 1-05 and 1-08 of the Standard Specifications.
46

1
2 **16. INSURANCE**
3

4 The Contractor shall obtain and keep in force insurance as described in the current
5 Standard Specifications, specifically Section 1-07.18, Public Liability and Property
6 Damage Insurance. **Note:** the Contractor is advised that "Owners and Contractors"
7 Protective Insurance is required.
8

9 Additionally, the Contractor shall require the tug service operator to carry Tower's
10 Legal Liability to indemnify WSF against any direct or indirect damage to the Vessel
11 that occurs while the Vessel is in the care, custody and control of the tug service
12 operator. Prior to WSF's execution of the Contract, the Contractor must provide WSF
13 Certificates of Insurance evidencing such coverage.
14

15
16 **17. CONTRACT SECURITY**
17

18 As required by RCW 39.08, a bond and or alternate form(s) of security shall be
19 provided by the Contractor in an amount adequate to protect on hundred percent
20 (100%) of WSF's exposure to loss associated with the Contract.
21

22 **NOTE:** All proposed alternate form(s) of security must be delivered to the
23 WSF Contracts Coordinator for approval no later than five (5) working
24 days before the scheduled Bid Due Date. If WSF and the Contractor
25 cannot agree as to the security prior to such date, WSF reserves the
26 right to reject the proposed security.
27

28 For this Contract, WSF's exposure to loss has been determined to be as follows:
29

30 PERFORMANCE EXPOSURE	55% of Contract Amount
31 PAYMENT EXPOSURE	45% of Contract Amount
32 TOTAL EXPOSURE	100% of Contract Amount
33	
34	
35	

36 Accordingly, when returning the signed Contract to WSF, the Contractor shall also
37 provide one of the following types of security:
38

39 A. A signed Contract Bond to protect WSF's payment and performance exposure,
40 equal to 100% of the Contract amount.
41

42 **- OR -**
43

44 B. Approved alternate forms of security and/or Contract Bond to protect WSF's
45 performance exposure, totaling 55% of the Contract amount; plus a payment
46 bond to protect WSF's payment exposure equal to 45% of the Contract

1 amount, or alternate procedures governing reduced payment exposure (see
2 below).

3
4 Reduced Payment Exposure: WSF requires protection against the
5 Contractor's failure to pay taxes and other governmental obligations
6 related to this Contract, wage rates required by law, all laborers,
7 mechanics, subContractors, agents, materialmen and others who have
8 provided services and materials for work under the Contract. This
9 protection may be proved in one of two forms:

- 10
11 1. The first form has been specified above, namely furnishing a
12 Payment Bond in the required amount.
13
14 2. Alternatively, the Contractor may choose to receive 100%
15 payment (without interest) after WSF has accepted the Contract
16 work, the lien claim period has passed, any liens filed under
17 RCW Chapter 60.28 have been settled, and all releases from
18 other State of Washington agencies have been received,
19 thereby eliminating WSF's payment exposure.
20

21 The Contract and Payment Bonds shall be upon the forms furnished by WSF, and
22 signed by an approved surety or sureties. The surety shall be registered with the
23 Washington State Insurance Commissioner, and the surety's name shall appear on the
24 current Authorized Insurance Company List in the State of Washington published by
25 the Office of the Insurance Commissioner. A sample of the Contract Bond form is
26 enclosed. A sample Payment Bond form will be provided upon request.
27

28 If the Contractor chooses the alternate to the Payment Bond (i.e., 100% delayed
29 payment), a signed letter so stating shall be returned to WSF with the signed Contract
30 and performance security.
31

32 Alternate Forms of Security: In addition to the payment protection specified above,
33 the following alternate forms of contract security are acceptable if they provide
34 protection in an amount at least equal to WSF's exposure to performance loss, meet
35 all legal requirements for effectiveness and authenticity, and meet all of the special
36 requirements set forth below:
37

- 38 A. Certified Check;
39
40 B. Cashier's Check;
41
42 C. Irrevocable Bank Letter of Credit.
43

44 Specific Requirements for Alternate Forms of Security: In addition to meeting any
45 special requirement contained herein, alternate forms of contract security will be
46 subject to the following requirements:

1
2 A. Certified Check
3

- 4 1. Must be issued by a bank which is a qualified public depository under
5 RCW 39.58.010; and
6
7 2. Will be deposited as directed by the Contractor at the time of Contract
8 execution, with the options specified in Washington Administrative
9 Code (WAC) 82-32-010.
10

11 B. Cashier's Check
12

- 13 1. Must be issued by a bank which is a qualified public depository under
14 RCW 39.58.010; and
15
16 2. Will be deposited as directed by the Contractor at the time of Contract
17 execution, with the options specified in WAC 82.32.010.
18

19 C. Irrevocable Bank Letter of Credit
20

- 21 1. Must be issued by a bank which is a qualified public depository under
22 RCW 39.58.010; and
23
24 2. If at any time during the Contract or warranty period, as applicable, the
25 issuing bank fails to meet the standards specified in (a) of this
26 subsection, the Contractor shall inform WSF of such event, and shall,
27 within ten days, substitute an Irrevocable Letter of Credit from a bank
28 which meets the standards specified in (a) of this subsection; and
29
30 3. Must be in the form approved by WSF. To obtain such approval, the
31 Contractor shall submit a proposed Irrevocable Letter of Credit to
32 WSF's Contracts Coordinator for approval at least ten (10) days prior
33 to the Bid Due Date. WSF, in its sole discretion, may approve or
34 reject the proposed Letter of Credit, or may suggest changes in it
35 which will make it acceptable, provided the Contractor and its bank
36 concur with such changes, in writing, prior to the Bid Due Date.
37

38 Duration of Security: Notwithstanding the warranty coverage requirements herein,
39 the bond(s) and/or alternate form(s) of security shall remain in effect from the date of
40 Contract execution until WSF acceptance of the Contract work. Forms of security
41 that protect payment exposure shall additionally stay in effect until the lien claim
42 period has passed, any liens filed under RCW Chapter 60.28 have been settled, and
43 all releases from other State of Washington agencies have been received.
44

45 Warranty Coverage: The Contract security provided by the Contractor shall ensure
46 that WSF receives warranty coverage for all losses resulting from any defects in

1 material and workmanship for the period beginning on the date of redelivery of the
2 Vessel to WSF and ending one year after that date.

- 3
4 • Contract Bond: Warranty coverage under a contract bond shall be
5 specified in the bond and shall equal ten percent (10%) of the penal
6 sum of the bond.
7
- 8 • Alternate Forms of Security: Warranty coverage under alternate forms
9 of security shall be at least as effective in protecting WSF as that
10 contained in WSF's standard contract bond and thus shall equal at least
11 ten percent (10%) of the performance exposure amount plus ten
12 percent (10%) of the payment exposure amount, as specified herein.
13 During the period from redelivery of the Vessel to WSF through WSF
14 acceptance of the Contract, existing alternate forms of Contract
15 security for performance exposure shall suffice for such warranty
16 coverage.
17

18 Replacement Bond Option: As an alternative to the warranty coverage described
19 above, the Contractor may, for the period beginning on the date of redelivery of the
20 Vessel to WSF and ending one year after that date, provide a replacement
21 (maintenance) bond pre-approved by WSF. The bond shall equal to at least ten
22 percent (10%) of the performance exposure amount plus ten percent (10%) of the
23 payment exposure amount, as specified herein. The completed replacement bond
24 must submitted to WSF prior to the release of any Contract security.

25 Prohibition of Double Security: Assets used to secure one form of Contract security
26 shall not also be used to secure another form of contract security on the Contract.
27

28 Delivery of Contract Security to WSF: All forms of initial Contract security shall be
29 submitted to WSF no later than the due date for return of the signed Contract to WSF;
30 thereafter, any WSF-approved substitute Contract security must be submitted to WSF
31 prior to release of any pre-existing Contract security. Security for warranty coverage
32 after WSF acceptance of the Contract work must be submitted to WSF no later than
33 WSF acceptance of the Contract work, and prior to the release of any Contract
34 security.
35

36 If the Contractor chooses the alternative to the payment bond (i.e. delayed payments)
37 a signed letter so stating shall be submitted to WSF with the signed Contract and
38 performance security.
39

1
2
3 **18. ENVIRONMENTAL PROTECTION**
4

5 In addition to the applicable portions of Division 1-07.5, Wildlife, Fisheries, and
6 Ecology Regulations, the following shall apply:
7

8 Due to possible deleterious effects of pressure washing, grit blasting and coating, and
9 in an effort to minimize nuisance conditions to the surrounding environment,
10 containment measures shall be taken to contain, recover and/or properly dispose of
11 waste water and debris generated during preparation and coating operations.
12

13 In accomplishing the work required by these Specifications, the Contractor shall at all
14 times comply with all local, state and federal laws and regulations concerning the
15 protection of the environment.
16

17 **A. Air Quality**
18

19 The work shall be in compliance with Washington Administrative Code
20 (WAC) 173-445, which prohibits the use of sand for outdoor abrasive blasting
21 and requires enclosure of outdoor areas being blasted.
22

- 23 1. The Contractor shall not use sand for grit blasting on the exterior of
24 the Vessel. The Contractor shall not use industrial slag if it contains
25 any hazardous substances, including but not limited to lead and
26 arsenic. If the Contractor chooses to use industrial slag for blasting,
27 test results showing that the material does not contain any hazardous
28 substances shall be submitted prior to the start of work. The state
29 Dangerous Waste Regulations (Chapter 173-303 WAC) shall be
30 utilized to determine if a substance is designated hazardous or not.
31 Less than one percent (by mass) of the blast grit shall be able to pass
32 through a No. 200 sieve.
33
- 34 2. During grit blasting operations on the exterior of the Vessel, the work
35 area shall be enclosed on all four sides with tarps or other flexible
36 material. The exception is when the Vessel is being blasted on a
37 floating dry dock, in which case the ends of the dry dock shall be
38 enclosed. Seams shall be sealed and entry ways partially sealed.
39 Negative air pressure is not required. The Contractor shall minimize
40 the escape of dust and other material which could create a deleterious
41 environmental or nuisance condition. The Contractor shall recover all
42 spent blast grit and paint debris.
43

1
2 **B. Water Quality**
3

4 The work shall be in compliance with Chapter 90.48 RCW (Water Pollution)
5 which prohibits the introduction of pollutants to waters of the State.
6

7 See Section 3.B, SPECIAL PREQUALIFICATION, of the IFB Bidder
8 Instructions document for specific requirements.
9

10 **C. Hazardous Substances**
11

12 All hazardous substances, including, but not limited to, solvents and paint
13 debris shall be handled, stored and disposed of in strict compliance with
14 Chapter 173-303 WAC (Dangerous Waste Regulations) and any local
15 regulations that may apply.
16

17
18 **19. LIQUIDATED DAMAGES**
19

20 In view of the fact that the Vessel is an operating unit of WSF, it is essential that the
21 Contract Work be completed during the period set forth in TIME OF
22 ACCOMPLISHMENT OF WORK. In view of the foregoing, and because WSF finds
23 it impractical to calculate the actual cost of delays, liquidated damages, in lieu of
24 actual damages, shall be assessed against the Contractor in the amount of **Six**
25 **Thousand Dollars (\$6,000.00)** for each and every calendar day that redelivery
26 extends past the Redelivery Date. Liquidated damages will not be assessed for any
27 days for which an extension of time is granted.
28

29
30 **20. WAGE RATES**
31

32 This Contract is subject to applicable prevailing wage rates, as shown on the
33 document attached hereto and incorporated herein as **Exhibit "A"**. Please refer to
34 **Exhibit "A"** for the provisions and laws pertaining thereto.

(END)